

# Request for Proposal



Missouri Department of Mental Health  
Office of Administration  
Contracts and Procurement Unit  
1706 East Elm Street  
P.O. Box 687  
Jefferson City, MO 65102

**RFP # SDA42007001**

## Prevention Services Strategic Prevention Framework Project Statewide

Contract Period: **Date of Award through September 30, 2007**  
Date of Issue: **August 23, 2006**

**Proposals must be received at the above address  
no later than :**

**2:00 p.m., September 20, 2006**

For information pertaining to this RFP contact:  
Tim Karle, Procurement Officer II  
(573) 751-9170 [tim.karle@dmh.mo.gov](mailto:tim.karle@dmh.mo.gov)

*Services to be purchased under the  
authority of SDA420 by the*  
**DEPARTMENT OF MENTAL HEALTH  
DIVISION OF ALCOHOL AND DRUG ABUSE  
1706 EAST ELM STREET, PO BOX 687  
JEFFERSON CITY, MO 65102  
573-751-4942**

Proposals must be delivered in a **sealed** container to the Department of Mental Health, Contracts and Procurement Unit, 1706 Elm, P.O. Box 687, Jefferson City, Missouri 65102. The offeror should print or type the **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package to identify the package as a proposal.

I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Mental Health, a binding contract, as defined herein, shall exist between the offeror and the Department of Mental Health.

The authorized signer of this document certifies that the offeror (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

AUTHORIZED SIGNATURE:

PRINTED NAME AND TITLE:

LEGAL NAME OF ENTITY:

DATE:

MAILING ADDRESS:

CITY:

STATE:

ZIP:

COUNTY:

TELEPHONE:

FAX:

CONTACT PERSON:

CONTACT PERSON E-MAIL ADDRESS:

TAXPAYER ID NUMBER (TIN)

TAXPAYER ID (TIN) TYPE (CHECK ONE)

STATE VENDOR NUMBER (IF KNOWN):

DMH VENDOR NUMBER (IF KNOWN):

\_\_\_ FEIN \_\_\_ SSN

VENDOR TYPE (CHECK ONE)

\_\_\_ Corporation \_\_\_ Individual \_\_\_ State/Local Government \_\_\_ Partnership \_\_\_ Sole Proprietor \_\_\_  
Other \_\_\_\_\_

**In accordance with HIPAA regulations, the offeror hereby declares the following status (check one):**

\_\_\_\_\_ The offeror is a covered entity. \_\_\_\_\_ The offeror is a business associate.

### NOTICE OF AWARD:

This contract is accepted by the Department of Mental Health as follows:

\_\_\_\_\_  
DEPUTY DIRECTOR FOR ADMINISTRATION, DEPARTMENT OF MENTAL HEALTH

\_\_\_\_\_  
DATE

## PART I - INTRODUCTION AND GENERAL INFORMATION

### 1 Introduction

1.1 This document constitutes a request for competitive, sealed proposals for the purchase of alcohol and drug abuse prevention services, as set forth herein.

### 1.2 Organization

1.2.1 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Part I – Introduction and General Information
- 2) Part II - Performance Requirements
- 3) Part III - General Contractual Requirements
- 4) Part IV - Proposal Submission and Award Information
- 5) Attachment A (Scope of Work)
- 6) Pricing Page
- 7) Program Budget
- 8) Attachment I (Charitable Choice Requirements)
- 9) Attachment K (SPF SIG Information)
- 10) Attachment L (County-Level Proxy Data)
- 11) Exhibit A (Organization Profile)
- 12) Exhibit A-1 (Coalition Capacity Assessment)
- 13) Exhibit B (Prior Experience of Offeror)
- 14) Exhibit C (Expertise of Personnel)
- 15) Exhibit D (Personnel Expertise Summary)
- 16) Exhibit E (Method of Performance)
- 17) Exhibit F (Draft Work Plan)
- 18) Request for Proposal Terms and Conditions

### 1.3 Pre-Proposal Conference:

- 1.3.1 A pre-proposal conference regarding this Request for Proposal will be held in Conference Room B of the Department of Mental Health Central Office Building, located at 1706 East Elm Street, Jefferson City, Missouri, on September 5, 2006 at 10:30 a.m.
- 1.3.2 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.3.3 Offerors are strongly encouraged to advise the Contracts Unit, Department of Mental Health, five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

### 1.4 Background Information:

- 1.4.1 The Missouri Department of Mental Health (DMH), Division of Alcohol and Drug Abuse (ADA), strives to reduce the number of Missouri citizens needing substance abuse treatment and efforts to prevent the tragic consequences of addiction through extensive prevention programming.
- 1.4.2 The Department has been awarded a Strategic Prevention Framework State Incentive grant (SPF SIG) by the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Prevention (CSAP). The focus of this grant is to support an array of activities to help the state of Missouri build a solid foundation for delivering and sustaining effective substance abuse services.

- 1.4.3 The SPF SIG, in particular, will provide funding to implement SAMHSA's Strategic Prevention Framework, in order to address Missouri's priority issue of reducing the percentages of citizens in the age group 12-25 that engage in risky drinking (binge and underage).
- 1.4.4 The Strategic Prevention Framework is built on a community-based risk and protective factors approach to prevention and a series of guiding principles that can be operationalized at the community level. SAMHSA envisions the SPF SIG being implemented through partnerships between the State of Missouri and community prevention coalitions.
- 1.4.5 Additional background information is included in Attachment K.
- 1.4.6 Funding for this RFP comes from the Strategic Prevention Framework State Incentive Grant and is therefore subject to the federal rules and regulations associated with that grant. Services provided by the contractor must be provided in accordance with the requirements of this grant.

1.5 **General Information:**

- 1.5.1 Pursuant to 34.060 RSMo, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri.
- 1.5.2 A preference shall be granted to bids for products and/or services manufactured, produced or assembled by nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary & Secondary Education pursuant to section 178.920 RSMo. The bidder should provide evidence of qualifications as described herein (i.e. copy of certificate or certificate number).
- 1.5.3 This is a non-exclusive contract for the purchase of substance abuse prevention services for the Missouri Department of Mental Health. The Department reserves the right to purchase services awarded under this contract from alternative sources, if deemed to be in the best interest of the Department.
- 1.5.4 In developing its prevention resource system, the Department places a high priority on training and technical assistance. All service contractors are encouraged to participate in relevant training events announced by the Department, and to access technical assistance resources available for support of prevention services. In certain instances, the Department may require participation.
- 1.5.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

## PART II – PERFORMANCE REQUIREMENTS

### 2. Performance Requirements

#### 2.1 Services Provided

- 2.1.1 The contractor shall provide services for the Department of Mental Health, Division of Alcohol and Drug Abuse (hereinafter referred to as the Department), in accordance with the provisions and requirements stated herein.
  - a. Services purchased by the Department of Mental Health shall consist only of those services described herein.
  - b. Services provided by the contractor must be provided in accordance with the requirements of the Strategic Prevention Framework State Incentive Grant and the federal rules and regulations associated with that grant.
- 2.1.2 The contractor shall provide services in the geographic area identified by the contractor on the Pricing Page and as specified in the Notice of Award issued by the Department.
- 2.1.3 The Department makes no guarantee of the number of units purchased under this contract or the amount of dollars expended. The contractor shall provide services on an as needed, if needed basis, as authorized by the Department.
- 2.1.4 Services must reflect the principles contained in the Division of Alcohol and Drug Abuse Accreditation/Certification Standards for Alcohol and Drug Abuse Programs.

#### 2.2 Information and Billing Systems

- 2.2.1 The contractor shall support and utilize the Department's computerized systems for service reporting, billing and other activities, as required by the Department.
- 2.2.2 The contractor shall coordinate its data collection and analysis activities with those of the Department to include, but not be limited to acquiring computer equipment and training to support State and Federal efforts to uniformly collect and analyze prevention data.

#### 2.3 Coordination

- 2.3.1 The contractor shall fully coordinate all contract activities with those activities of the Department.
  - a. In the course of providing the services required herein, the contractor shall collaborate with other agencies, resources, and individuals within the geographic area being served (community), as requested by the Department.

#### 2.4 Correspondence

- 2.4.1 Within five (5) days of contract award, the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor's representative servicing the contract.
  - a. The contractor shall agree that electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.
  - b. The contractor shall agree to return executed contract documents in a manner specified by the Department. The Department will normally require executed contract documents to be returned by fax.

#### 2.5 Transition of Services

- 2.5.1 Upon award of the contract, the contractor shall work with the Department and any other organizations designated by the Department to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the Department.

2.5.2 Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a. The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request.
- b. The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to insure the completion of such service prior to the expiration of the contract.

## 2.6 **Charitable Choice Notification**

2.6.1 In the event the contractor is a religious organization, the contractor shall:

- a. comply with the requirements of 42 U.S.C. 300x-65 and 42 C.F.R. part 54 (see 42 C.F.R. 54.8(c)(4) and 54.8(b), Charitable Choice Provisions and Regulations;
- b. provide clients and prospective clients with the "Notice to Individuals Receiving Substance Abuse Services", attached hereto as Attachment I;
- c. refer clients to alternative services as requested if the client objects to the religious character or religious requirements of the organization and when alternative services are available;
- d. maintain a log of requests for referral to alternative services based upon religious objection to which shall include the request date, client ID, disposition, and brief explanation; and
- e. submit an annual report to the District Administrator, on or before July 31 of each year, containing the information required in subparagraph 2.6.1.d, above, for the prior fiscal year.

2.6.2 In the event the contractor utilizes subcontractors that are religious organizations, the contractor shall ensure that the Charitable Choice requirements stated in paragraph 2.6.1, above, are met by any subcontractors providing substance abuse treatment and prevention services.

2.6.3 If the contractor is a religious organization, the contractor shall declare as such, at the time of award, by way of written notification to the appropriate District Administrator.

- a. If any subcontractor is a religious organization, the contractor shall require a written declaration from the subcontractor and shall submit the declaration to the District Administrator at the time of award.
- b. For any subsequent subcontracts established with religious organizations, the contractor shall require a written declaration from the subcontractor and shall submit the declaration to the District Administrator prior to the subcontractor providing services.

## 2.7 **Payments to the contractor**

- 2.7.1 The contractor shall be reimbursed for actual incurred costs, in accordance with the guaranteed, not-to-exceed price stated on the Pricing Page and the Program Budget submitted. Actual costs shall include personnel time, materials and supplies, travel expenses and other costs, as delineated in the Program Budget, incurred in the provision of services under this contract.
- 2.7.2 In the event the contractor is approved and authorized to implement the evidence-based prevention programming identified in their strategic plan, the contractor shall be reimbursed in accordance with the Department approved budget for that component. Approval of, and the funding allocation for, such programming shall be at the sole discretion of the Department.
- 2.7.3 Personnel time reimbursed shall include the actual hours worked on contract tasks and the appropriate hourly rate for the person's personnel classification as specified on the Program Budget.
- a. The contractor shall only invoice for services performed by personnel listed on the Program Budget of the contract.
  - b. The contractor shall support all hours invoiced with detailed time sheets indicating the hours worked each day and shall provide such documentation to the Department upon request.
- 2.7.4 The contractor shall be reimbursed for actual incurred costs for materials, supplies and other expense, in accordance with the Program Budget.
- a. The contractor should attach copies of invoices and/or receipts for such materials and supplies.
  - b. The contractor shall certify that the materials and supplies expenses are related to the services required herein.
- 2.7.5 The contractor shall be reimbursed for actual and reasonable travel and travel related expenses, pursuant to the Office of Administration Travel Regulations, and in accordance with the Program Budget.
- a. The contractor must have the prior written approval of the Department prior to incurring any out of state travel expenses.
  - b. The Office of Administration Travel Regulations can be found on the Internet at: <http://www.oa.mo.gov/acct/>.
- 2.7.6 In no event shall the total payment to the contractor exceed the total approved Program Budget amount.
- 2.7.7 The contractor shall submit monthly invoices to the Department of Mental Health, Division of Alcohol and Drug Abuse, 1706 East Elm, Post Office Box 687, Jefferson City, Missouri 65102.
- a. The monthly invoice shall be submitted in a format specified by the Department and shall include the following:
    - Service month
    - Total amount invoiced
    - Labor hours expended
    - Contract number
    - SAM II vendor code
    - Contractor Name
    - Authorized signature
    - Other information deemed necessary by the Department
- 2.7.8 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.

- 2.7.9 The contractor shall understand and agree the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed State Vendor ACH/EFT Application.
- a. The contractor must obtain a copy of the State Vendor ACH/EFT Application from the Internet at: <http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>
- 2.7.10 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

## PART III - GENERAL CONTRACTUAL REQUIREMENTS (rev 11-1-05)

### GENERAL

1. Authorization for the Department of Mental Health (Department) to contract for services is granted each fiscal year by the Office of Administration. Authorization for additional contract periods requires the annual renewal of the authorization.
2. The contract between the Department and the contractor shall consist of (1) the Request for Proposal (RFP), any amendments, attachments and/or exhibits thereto and (2) the proposal submitted by the contractor in response to the RFP and approved by the Department. If there is a conflict in language between the two documents, the requirements set forth and/or referenced in the Request for Proposal shall govern. The Department reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor. Such written clarification shall govern in case of conflict with requirements of the RFP or the contractor's proposal. The contractor's proposal, when accepted by the Department, is binding on the contractor without further clarification.
3. This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that these may be applicable. The contractor shall have all licenses and/or certifications current which are required by law, rule or regulation.
4. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
5. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
6. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
7. This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.
8. Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
9. The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
10. By signing this contract the contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR 76) are not suspended or debarred from contracting with the federal government. If the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department. Suspension or debarment of the contractor, or failure by the contractor to provide written notification to the Department of their suspension or debarment, may result in immediate termination of this contract.
11. The contractor shall assume all legal and financial responsibility for taxes, FICA, employee benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The contractor shall authorize and direct all custodians of records of their taxes, FICA and other employee benefits to release information to the Department upon request.
12. The contractor agrees that this contract is predicated, in part, on the utilization of the specific resources, individual(s) and/or personnel qualifications as identified and /or described in the contractor's Department approved proposal and, when applicable, Department approved Uniform Budget packet (schedules A, B & C) or any other financial reporting tool prescribed by the Department. The contractor agrees that no personnel and/or individuals will be utilized in the performance of this contract who fail to meet specific provider qualifications as set out in the Department's service catalog and specified herein. No substitution of provider qualifications shall be made by the contractor without written notification to the Department and the Department's written approval. The contractor agrees that substitutions made pursuant to this paragraph shall be equal to or better than originally proposed.
13. Department approved staffing ratios and/or patterns are essential for providing the services identified. The contractor shall maintain all Department approved staff ratios, hours of services and/or patterns or request a written waiver from the Department. The contractor shall maintain time, salary or hourly pay rate data and personnel records as specified by the Department. Downward deviation of staff/resources upon which the unit price is based may require a downward adjustment of unit price(s). Recovery of fees paid on which there has been a downward deviation in staff/resources for the contract year per (a) Department approved Uniform Budget Form (DMH-8836) and its Expense Categories (b) Department approved staffing ratios, or (c) any other financial reporting tool prescribed and approved by the Department shall be required and may be retroactive to the date of occurrence.



14. The contract will be read and enforced as though every provision of law and clause required by law to be inserted herein were included. If any such provision is not inserted, then upon the notification of either party the contract will be amended to make such correction.
15. The contractor agrees to consolidate all or portions of related service contracts into a single contract at the request of the Department.
16. The contractor shall understand and agree that this contract may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN0329). Contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
17. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department. The contractor shall agree and understand that, in the event the Department consents to a financial assignment of the contract in whole or in part to a third party, any payments made by the State of Missouri pursuant to the contract, including all of those payments assigned to the third party, shall be contingent upon the performance of the prime contractor in accordance with all terms and conditions, requirements and specifications of the contract.
18. The contractor agrees to maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor agrees to make documentation of such compliance and any such license immediately available upon request by the Department.

#### **SUBCONTRACTING**

19. Upon receiving written approval from the Department to subcontract the contractor may establish a subcontract for services described herein. Any subcontracts for the services/products described herein shall be in writing and shall include appropriate provisions and contractual obligations, including all terms and conditions of this contract's Part III, General Contractual Requirements, to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Department. The subcontract shall ensure that the Department is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a sub-contractor to provide any of the services in the contract shall in no way relieve the contractor of the responsibility for providing the services as described and set forth herein.

#### **MINORITY BUSINESS ENTERPRISE (MBE) & WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION REQUIREMENTS**

20. In accordance with Executive Order 05-30, state agencies shall make every feasible effort to increase the percentage of goods and services procured from state certified minority and women-owned businesses (MBE's and WBE's) to ten percent (10%) and five percent (5%), respectively. In order to be considered a **qualified** MBE or WBE, the MBE/WBE **must be certified** by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).
  - 20.1 MBE or WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
  - 20.2 The contractor shall make a good faith effort to obtain ten percent (10 %) and/or five percent (5%) MBE and WBE participation, respectively, in any subcontracting activity related to the performance of this contract. Contractors who utilize MBE/WBE subcontractors shall report their MBE and WBE expenditures to the Department on a quarterly basis.

#### **CONFLICT OF INTEREST**

21. The contractor hereby agrees that at the time of the submission of their proposal the contractor has no other contractual relationships which create any actual conflict of interest. The contractor agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
22. In accordance with the Revised Statutes of the State of Missouri, no official or employee of the Department or public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the Scope of Work covered by the contract shall acquire any personal interest, directly or indirectly, in the contract or proposed contract.

23. In accordance with state and federal laws and regulations, state executive order or regulations, the contractor agrees that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
24. The contractor agrees that no Missouri state employee shall help the contractor obtain this contract or participate in the performance of this contract if such involvement will constitute a conflict of interest. Before any state employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
25. The contractor agrees that no Missouri state employee shall be compensated under this contract for duties performed in the course of his/her state employment. A state employee shall not use state facilities or materials for personal gain relating to the performance of this contract.
26. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees as employees of the State of Missouri.
27. If the contractor is a not-for-profit agency, board members must abstain from voting on any funding proposal in which they have administrative control or a monetary interest with the proposed grantee. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

### **FINANCIAL REQUIREMENTS**

28. The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor. The Department does not give any assurances under the terms of this contract that the maximum calculated reimbursement for service(s) specified herein will be purchased.
29. Moneys received from the Department under this contract shall not be used to supplant local funds or subsidize services provided to other agencies, organizations, or individuals.
30. Payment due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice. The contractor shall utilize the fiscal reimbursement system required by the Department. The contractor shall not invoice federal or state tax. The State of Missouri's tax-exempt certificate number is 43-750026K.
31. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
32. The contractor shall invoice for services provided at the contracted unit price(s). Unit prices charged the Department shall be no greater than those charged to the general public for the same service.
33. The Department reserves the right to audit all invoices and to reject any invoice for good cause.
34. The Department reserves the right to deduct from an invoice any overpayment made by the Department. All overpayments shall be collected in accordance with 630.460 RSMo. Overpayment is defined by 630.460 RSMo as any payment by the Department to a vendor providing care, treatment, habilitation or rehabilitation services to clients under contract with the Department which is:
  - 34.1 In excess of the contracted rate less payments by the client, or on his behalf, as required to be made by the Standard Means Test, contained in 9 CSR 10-31.011;
  - 34.2 In payment of services not provided;
  - 34.3 In payment for any service not authorized in the contract with the Department; or
  - 34.4 In payment for services provided contrary to the provisions of the contract with the Department.
35. In accordance with 9 CSR 10-31.011, the contractor shall apply to the costs incurred for providing services to the client the benefits received or available on behalf of or to the client from private and public health insurance, health services corporation and health maintenance organization plans, policies and contracts including individual, company, fraternal, group, Medicare, Medicaid and similar plans to the extent and limits of the coverage for the recipient.
36. The Department shall deduct from the contractor's invoice, if not deducted by the contractor, all amounts to be collected by the contractor from the client or other payment sources.
37. The Department reserves the right to make invoice corrections and/or changes with appropriate notification to the contractor.
38. The contractor shall not make any collection for Title XIX Medicaid covered services from the recipient, his or her spouse, parent, guardian, relative or anyone else receiving public assistance, and if any payment is received or assured from any other source on the recipient's account, that amount will be deducted from the claim filed with Title XIX Medicaid.

### **REPORTING REQUIREMENTS**

39. The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses information on matters covered by the contract shall be made available by the contractor to the Department throughout the effective period of the contract.

40. The contractor shall retain all records pertaining to the contract for six (6) years after the close of the contract year unless audit questions have arisen within the six year limitation and have not been resolved. All records shall be retained until all audit questions have been resolved.
41. The contractor shall immediately notify the Department, in accordance with guidelines established by the Divisions, when there is a death of a client.
42. The contractor shall notify the Department in accordance with 9 CSR 10-5.200 when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client.
43. The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
44. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
45. The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall reflect, at a minimum, the specific number and type of service units provided, the number and type of clients served, client progress and other relevant records. The contractor shall submit itemized reports, records and information at the request of the Department.
46. The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and within the period specified herein for the contractor's retention of records.
47. The Department shall have access to its clients and client records without limitation. If access is denied or limited, the Department shall terminate payment from the day access is denied or limited.
48. If the contractor receives notice of a Class I license violation from the Department of Health and Human Services or the Division of Aging or a notice under certification that a condition of jeopardy exists, the contractor shall immediately notify the authorizing Department facility. Verbal notification shall be followed by written notification mailed within 48 hours. The contractor shall send a copy of any plan of corrections for Class I deficiencies which has been approved by the Division of Aging, the Department, Health Care Financing Administration or other license certification or accreditation authority to the head of the Department facility who has authorized services to be delivered by the contractor.
49. The contractor shall conduct criminal record reviews for its employees, volunteers and household members in accordance with 9 CSR 10-5.190.

#### **CLIENT BASED INFORMATION REQUIREMENTS**

50. If required, the contractor shall submit client data and invoicing information via its computer network with the Department's on-line computerized client based information system.
51. The Department has sole authority in determining the compatibility of the contractor's computer system.
52. At the sole option of the Department, termination of this contract may result if the contractor fails to maintain accurate and complete information or misuses the Department's computer network.

#### **GENERAL AUDIT GUIDELINES**

53. If during the contractor's fiscal year the contractor expends \$500,000 or more in federal grant funds received from the Department, the contractor shall have an annual audit conducted in accordance with United States Office of Management and Budget (OMB) Circular A-133. The audit shall be conducted by an individual or firm licensed by the Missouri State Board of Accountancy. The due date for filing the audit with the Department shall be the same as the due date for filing the audit with the federal clearinghouse specified in OMB Circular A-133. The items to be filed with the Department shall consist of the reporting package specified in OMB A-133. Failure to comply with these requirements may result in reduction of available allocation of funds, reduction or suspension of payments to the contractor or cancellation of this contract between the Department and the contractor.

#### **STANDARD MEANS TEST**

54. For all clients whose services are paid by the Department, the contractor shall apply the Department's Standard Means Test in accordance with 9 CSR 10-31.011, when not applied by the Department. Nothing in this contract shall deny the right of a client or his responsible person to appeal to the Department for re-determination of the amounts payable by them to the contractor under 9 CSR 10-31.011.
55. The contractor shall charge and become responsible for the collection of client payments as determined by the Standard Means Test, in accordance with 9 CSR 10-31.011. Amounts charged to clients, whether or not collected, shall be shown as a credit on the invoice.

56. The contractor shall not impose or increase fees for service for Department clients without the written consent of the Department except as permitted by the Standard Means Test.
57. Nothing in this contract shall impair the statutory rights of the Department to charge a Department client, a client's estate or the person(s) obligated to pay for services rendered to the client for expenditures made by the Department for the client.

#### **AMENDMENT, TERMINATION AND RENEWAL**

58. The contractor understands and agrees that funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. The contract shall not be binding upon the State for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with termination caused by lack of appropriations. The contract shall be terminated by the Department, without penalty or termination costs if such funds are not appropriated or available. If funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts as necessary for the conduct of state governmental affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
59. Any change, whether by modification and/or supplementation, shall be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Department. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
60. The Department may terminate the contract for breach of contract by providing the contractor with a written notice of termination. The termination shall become effective on the date specified in the notice. At its sole discretion, the Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Payments for services shall not be made beyond the date of termination.
61. This contract may be terminated by either party, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice; however, the Department may withdraw any or all of its clients before the end of the sixty (60) day period.
62. Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.
63. In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
64. Upon termination of the contract the contractor shall maintain, store, transfer, and provide for the authorized release of all client records developed by the contractor as a direct requirement of this contract. The contractor agrees that upon termination of the contract the Department shall have access to all client records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all client records and documents prepared or developed as a result of the contract.
65. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of the Department.
66. This contract shall not bind, nor purport to bind, the State of Missouri for any commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract. If the Department exercises its options, all terms, conditions and provisions of the original contract and any amendments shall remain the same and apply during the renewal period.

#### **HUMAN RIGHTS**

67. The contractor shall establish a system satisfactory to the Department through which recipients of services under this contract may present grievances. The contractor shall maintain at the facility a file of all Department client grievances of an alleged violation of rights and how the grievance has been or is proposed to be resolved. The person in charge shall cooperate fully with any subsequent Department investigation of the grievance.
68. If this contract is federally funded, the contractor shall abide by the provisions of the Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke, which is incorporated herein as if fully set out.
69. The contractor shall comply with all applicable provisions of the Civil Rights Act (45 CFR 80) and the Age Discrimination in Employment Act of 1967 (45 CFR 90).
70. In compliance with Governor's Executive Order #87-6 (Art. XIII); Federal Executive Order 11246 as amended; Section 503 of the Rehabilitation Act (45 CFR 84) as amended; Vietnam-Era Veterans Readjustment Assistance Act as amended, 38 U.S.C. 4212 (formerly 2012); and the Americans with Disabilities Act of 1990; contractors that employ fifty (50) or more persons shall comply with the above state and federal regulations which require non-discrimination in employment and delivery of services.

70.1 In addition to the above, the contractor shall make the following human rights assurances:

- a. Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, physical ability, veteran status or age.
- b. Not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified status of physical ability.
- c. Not to discriminate against any applicant for employment or employee on the basis of age, where such applicant or employee is between the ages of forty (40) and seventy (70) and where such contractor employs at least twenty (20) persons.
- d. Not to discriminate against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran, if the compensation payable to the contractor or subcontractor is at least \$10,000 within a fiscal year.
- e. To develop, implement and maintain an affirmative action program if at least fifty (50) persons in the aggregate are employed. For the purpose of this contract, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, origin, religion, age, physical ability and Vietnam-era veteran status. Such an Affirmative Action Program shall include:
  1. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;
  4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- f. If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.

70.2 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.

71. The contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (Public Law 101-336) (28 CFR 35), which prohibits discrimination against people with disabilities in employment, services, transportation, public accommodations, communications and activities of state and local government. The contractor's failure to comply with this act may result in termination of the contract. The contractor shall notify the Department immediately of any allegations, claims, disputes, or challenges made against the contractor concerning this act.

## **INSURANCE**

72. The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include, but not be limited to, general liability, errors and omissions, professional liability, etc.
73. The contractor shall be responsible for all injury or damage as a result of the contractor's negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
74. The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.
75. If the contract involves the performance of medical services of any type, the contractor shall maintain adequate liability insurance to cover all medical services rendered.

76. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. Proof of insurance coverage SHALL be submitted upon request.

### **MISCELLANEOUS**

77. The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
78. By signing this contract the contractor enters into an affiliation agreement with the Department to coordinate a delivery system of accessible services. The contractor agrees to integrate community-based programs into the Department system and to avoid duplication of state provided or supported services.
79. Disclosure by any party of information concerning a client for any purpose not directly related to the performance of this contract is prohibited except as specified by applicable state and federal laws and regulations.
80. Under circumstances, as referenced in 632.300 RSMo, in which a client's conduct is jeopardizing the safety of the client himself or others in the community, the contractor shall immediately notify the authorizing Department facility. If an immediate response is needed to insure the health and/or safety of the client or others, the local law enforcement officials shall also be notified.
81. The Department may place a monitor with the contractor, given any situation as described in Section 630.763 RSMo or when the Department determines that the health, safety or welfare of the clients cannot be adequately assured.
82. The Department enters into this contract by the authority of its director. The contractor enters into this contract individually or, if incorporated, pursuant to and by authority of its board of directors.
83. The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
84. Contractors that are required by state law to be registered and in good standing with the State's Secretary of State shall submit their State Certificate of Good Standing to the Department upon request.
85. The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.

### **APPEALS**

86. The offeror may protest and/or appeal an action or decision made by the Department regarding the Request for Proposal (RFP) process and/or the award of a contract in accordance with the procedures contained in 9 CSR 25-2.505.

### **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA) BUSINESS ASSOCIATE AGREEMENT**

87. In the event the contractor declares itself to be a Business Associate of the Department, the contractor shall comply with the following Business Associate provisions.
88. Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The state agency is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
- 1) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - 2) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
  - 3) "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - 4) "Protected Health Information" shall mean individually identifiable health information:
    - aa. Except as provided in paragraph (bb) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
    - bb. Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records

described at 20 U.S.C.1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity [state agency] in its role as employer.

- 5) "Electronic Protected Health Information" shall mean information that comes within paragraphs (4)(aa)(i) or (4)(bb)(ii) of the definition of protected health information as specified above.
  - b. The contractor shall agree and understand that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
  - c. The contractor shall agree the state agency must comply with 45 CFR 160 and 45 CFR 164, as currently in effect and as may be amended at some later date, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein.
  - d. The state agency and the contractor agree to amend the contract as is necessary for the state agency to comply with the requirements of the Privacy Rule and HIPAA requirements.
89. Permitted uses and disclosures of Protected Health Information:
- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the state agency.
  - b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
  - c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
  - d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
  - e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
90. Obligations of the Contractor:
- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.
  - b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:
    - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
    - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
    - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
  - c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
  - d. The contractor shall require that any agent or subcontractor, to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
  - e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
  - f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency.

- g. In order to meet the requirements under 45 CFR 164.524, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incidents no later than five (5) calendar days of becoming aware of such incident. For purposes of this paragraph, security incident shall mean the unauthorized access, use, modification or destruction of information or interference with systems operations in an information system.
- j. By no later than five (5) calendar days after the contractor becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the contractor shall notify the state agency's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The contractor shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure. The contractor shall also provide the state agency's Privacy Officer with a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures

91. Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the state agency.

92. Expiration/Termination/Cancellation:

Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall return to the state agency or shall destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the contractor. In the event the contractor determines and the state agency agrees that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

93. Breach of Contract

In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the contractual breach to the Secretary of the Department of Health and Human Services.



## PART IV – PROPOSAL SUBMISSION AND AWARD INFORMATION

### 4. PROPOSAL SUBMISSION

- 4.1 Proposals shall be signed, and returned (with all necessary attachments) to the Department by the proposal receipt date and time specified on the signature page of this document.
- Specifically, any form containing a signature line of the original RFP and any amendments, shall be signed and returned as part of the proposal.
  - When submitting a proposal, the offeror should include four (4) additional paper copies along with its original proposal for a total of five (5).
  - In addition, the offeror should include an electronic copy of its entire proposal, including all attachments, in Microsoft compatible or PDF format on diskette(s) or CD(s).
- 4.2 Because proposals will be competitively evaluated based on the merits of the information presented, offerors are advised to be very explicit in describing the agency's experience in providing substance abuse prevention, expertise of personnel, and proposed methods for satisfying the requirements contained in this RFP.
- It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information related to the evaluation categories. The Department is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.3 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP or evaluation to the buyer of record indicated on the first page of this RFP.
- Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.4 Offerors are strongly encouraged to read the attached terms and conditions, Form POS-3, carefully prior to the submission of a proposal. The offeror shall comply with all requirements stated on Form POS-3.
- 4.5 *Offerors are advised that the **only** official position of the Department is that position which is stated in writing and issued as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.*
- 4.6 **APPLICABLE TO STATE AGENCIES AND POLITICAL SUBDIVISIONS ONLY**
- 4.6.1 In the event the offeror is a governmental Department or political subdivision which is prohibited by law or court decision from complying with certain provisions of this document, then such offeror may submit a proposal containing a list of statutory limitations and identification of prohibitive clauses which will be modified via a clarification conference between the Department and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of law and/or court order. However, such an offeror should include in the proposal a complete list of all known statutory references and citations for each provision of this document which is affected by this paragraph and specified in the proposal.
  - 4.6.2 Since state agencies are appropriated money by the general assembly, since all Department records are a matter of public record, and since state agencies operate in accordance with state laws, state agencies may not be required to comply with the following: (A) Renewal provisions, (B) Independent Contractor provisions, and (C) Certain Invoicing and Payment Requirements.

### 4.7 **Evaluation and Award Process**

- 4.7.1 All responses to this RFP shall be evaluated according to the procedures of Competitive Evaluation as stated in 9 CSR 25-2. The Department shall evaluate completed proposals from responsive offerors to determine the best proposal for the Department. Any contract resulting from this RFP shall be awarded to the offeror providing the best proposal to the Department. After determining responsiveness, proposals shall be evaluated in accordance with the following categories and respective weight criteria:

<b>Cost</b>	<b>40%</b>
<b><i>Coalition Capacity (Experience &amp; Reliability &amp; Expertise of Personnel) and Proposed Method of Performance</i></b>	<b>60%</b>

- 4.7.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the Department, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.
- 4.7.3 The Department reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process.
- 4.7.4 Any award of a contract resulting from this RFP will be made only by written authorization from the Department.
- a. The Department reserves the right to make no award, partial awards or multiple awards.
  - b. If the initial contract period is for less than a twelve (12) month period, the Department reserves the right to prorate the contract allocation based on the time remaining in the contract period.
- 4.7.5 Separate evaluations shall be conducted by need categories, identified on the Pricing Page and awards made accordingly.
- a. The Department shall make a managerial decision regarding which categories to award based on the comparative assessment of the proposals within each category, available funding, and regional geographic considerations.
- 4.7.6 Preference for Organizations for the Blind and Sheltered Workshops: Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
- a. A list of Missouri sheltered workshops can be found at the following internet address:  
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>
  - b. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
  - c. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror must submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

#### 4.8 **Evaluation of Cost**

4.8.1 The objective evaluation of cost shall be based upon the guaranteed not-to-exceed price stated on the Pricing Page.

4.8.2 Cost points shall be calculated based on the above stated price using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Price}}{\text{Compared Offeror's Price}} \times 40 = \text{Cost evaluation points}$$

4.8.3 The offeror should provide an itemized breakdown of the quoted price on the attached Program Budget.

4.8.4 In the event of a discrepancy between the offeror's price breakdown and the Pricing Page, the Pricing Page shall govern.

4.8.5 All information contained in the offeror's price breakdown will be utilized in the subjective evaluation of any relevant evaluation criteria.

#### 4.9 **Evaluation of Coalition Capacity and Proposed Method of Performance**

4.9.1 The Coalition Capacity, which includes the experience and reliability of the offeror and the expertise of the offeror's personnel, will be considered subjectively in the evaluation process.

4.9.1.1 The offeror is advised to submit detailed information which documents successful and reliable experience in providing prevention-related assessment, capacity building, planning, implementation and evaluation of substance abuse-related prevention projects and other prevention services.

- a. The offeror should provide information about the offeror by completing Exhibit A, Offeror Profile.
- b. The offeror should provide information about the offeror by completing Attachment A-1, Coalition Capacity Assessment
- c. The offeror should provide, on Exhibit B, or in other similar format, references related to previous and current services/contracts performed by the offeror's organization, which are similar to the requirements of this RFP. These references should include:
  1. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  2. Dates of the service/contract;
  3. A brief, written description of the specific prior services performed and requirements thereof; and
  4. The signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror.

4.9.1.2 The offeror is advised to submit detailed information which documents the expertise of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor.

- a. The offeror is advised to submit detailed information which documents:
  - 1) the qualifications, including education and training, of proposed personnel;
  - 2) the experience of proposed personnel managing or organizing projects or providing prevention services; and
  - 3) specialized certification/credentialing of proposed personnel.

- b. The offeror should complete Exhibit C for each key staff person proposed. The offeror should provide information for other personnel assigned or available by completing Exhibit D.
- c. Information provided should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
- d. If personnel are not yet hired, the offeror should provide detailed descriptions of:
  - 1) the required employment qualifications; and
  - 2) detailed job descriptions of the position to be filled.

4.9.2 The Method of Performance proposed by the offeror will be subjectively evaluated based on the offeror's distinctive plan for performing services and meeting the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements.

- a. The offeror should complete Exhibit E and provide a narrative describing how the requirements of the RFP will be satisfied. The language of the narrative should be straightforward, limited to facts, solutions to problems, and plans of action.
- b. The offeror should complete Exhibit F, Draft Work Plan, to provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.
- c. The cost and value of an offeror's proposal will be evaluated as a component of their Method of Performance. The offeror's program budget will be evaluated in relationship to the contractual requirements and the offeror's proposed work plan, to determine its economic and programmatic value to the state.
- d. The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the offeror.

#### 4.10 **Business Compliance**

4.10.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that it and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)
- Licenses, certifications, and/or accreditations for proposed staff

4.10.2 The offeror should enclose with its proposal a copy of currently dated corporate board minutes which authorize a particular person or position to enter the corporation into contractual agreement with the Department of Mental Health.

## ATTACHMENT A – SCOPE OF WORK

### Strategic Framework Prevention Project

#### 1 Program Objectives

- 1.1 The Strategic Framework Prevention Project will implement the Strategic Prevention Framework in order to reduce the incidence of risky drinking (binge and underage) among adolescents and young adults, ages 12 to 25.
- 1.2 The priority objective of the Strategic Framework Prevention Project is to reduce the percentages of adolescents and young adults, ages 12 to 25, that engage in risky drinking (binge and underage).

#### 2 General Requirements

- 2.1 The contractor shall provide services for the implementation of the Strategic Framework Prevention Project (hereinafter referred to as “prevention program”), in accordance with the provisions and requirements stated herein.
- 2.2 The contractor shall participate in outcome studies, as required by the Department.
- 2.3 The contractor shall provide services in a culturally sensitive manner.
- 2.4 The contractor must not utilize funds received pursuant to the contract to offset or supplant any funding currently supporting existing prevention programming.
  - a. The contractor shall agree and understand that funds received pursuant to this contract are intended to reinforce and enhance the established prevention infrastructure.
- 2.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

#### 3 Specific Requirements

##### 3.1 Contractor Qualifications

- 3.1.1 The contractor must be, or collaborate with, an established, successful local prevention coalition.
  - a. For purposes of this contract, a coalition shall be defined, as a group of concerned individuals, groups and/or organizations who represents, and identifies with, a clearly defined geographic area, and whose purpose is to promote prevention.
    1. The coalition should have a clearly defined mission, and specific goals and objectives related to prevention.
    2. The coalition membership should include representatives of the community that have access to prevention resources, such as the public health department, schools (K-12 and upper education, where available), social services, city and county governments, law enforcement, health care services, the faith community, business, media, local ethnic and other civic or neighborhood organizations.
    3. The coalition membership should also include demographic representatives, such as youth and parents and should include representatives from target populations, as those populations are identified through community assessments.
- 3.1.2 The contractor, or the coalition the contractor is collaborating with, must be a registered prevention coalition with the Division of Alcohol and Drug Abuse, or must become registered upon contract award. Registration requirements can be downloaded from the Internet at the <http://www.myaa.org/publications.asp> and using the link to “Coalition/Community 2000 Team Application and Annual Survey.”
- 3.1.3 The contractor, and/or the collaborating coalition, should have established working relationships with the Department’s Regional Prevention Support Center or prevention support services offered

through other state agencies and offices involved in the SPF SIG Advisory Committee (Health and Senior Services, Public Safety, Elementary and Secondary Education, Social Services, Higher Education, Office of State Courts Administrator [Drug Courts], Office of Administration [Children's Trust Fund]), local prevention providers, and other prevention resources in their geographic area.

- 3.1.4 The contractor must have sufficient resources and infrastructure necessary to meet the required deadlines for tasks performed under the contract.
- 3.1.5 The contractor must have a computer and an internet connection for communication and data access purposes, and for participating in other required activities.
  - a. The contractor may utilize funding from the contract to purchase the required equipment.

## 3.2 **Personnel**

- 3.2.1 The contractor shall designate a Project Coordinator to coordinate the provision of services.
  - a. The Project Coordinator must be familiar with the contractual obligations and requirements of the contract and must provide oversight of the project.
  - b. The Project Coordinator must have a strong working knowledge of prevention and should have experience in providing or coordinating the delivery of prevention services.
- 3.2.2 All personnel provided by the contractor must have background checks conducted, in accordance with RSMo 630.170, prior to providing services to clients. The requirements for these background checks may be downloaded at the following internet site:
 

<http://www.moga.state.mo.us/homestat.asp>

  - a. The contractor shall be responsible for all costs related to background checks and screenings.
- 3.2.3 The Department reserves the right to reject any contractor staff member(s) assigned to this project for just and reasonable cause. The state agency will provide the contractor with written justification of the rejection of the staff member.

## 3.3 **Training**

- 3.3.1 The contractor shall participate in training conducted by the Department, as required.
- 3.3.2 The contractor shall attend all required training events related to project planning, implementation, execution and follow-up.

## 3.4 **Strategic Planning**

- 3.4.1 The contractor shall develop a strategic plan to address prevention programming in the geographic area.
  - a. The contractor shall develop its strategic plan in a manner that ensures planning activities will build on previous work and established practices that can be duplicated for other prevention or community building activities.
- 3.4.2 The contractor shall utilize the following components in developing its strategic plan:
  - Needs assessment,
  - Resource assessment,
  - Community readiness assessment,
  - Community mobilization, and
  - Identification of evidence-based prevention programming necessary to address assessment finding.
- 3.4.3 During the initial six months of the contract period, the contractor shall complete the first three (3) steps of the strategic prevention framework. These steps shall include the assessment of needs, resources, and readiness; capacity building; and creation of a strategic plan.
  - a. The contractor must incorporate cultural competency and sustainability during each step.

- b. The contractor shall utilize the interactive “Getting to Outcomes” website to complete the first 3 steps of the strategic prevention framework.
- c. The contractor must complete these three steps, and submit any required reports, no later than six months from the date of award.

### 3.5 **Data Collection**

- 3.5.1 The contractor shall collect and report community-level, prevention-related, baseline National Outcome Measures (NOMs) as identified by CSAP.
- 3.5.2 The contractor shall collect and report National Outcome Measures at the community level, on an annual basis, for the life of the contract.
- 3.5.3 The contractor shall collect and report any additional data related to the performance of the contract, as required by the Department.

### 3.6 **Project Evaluation**

- 3.6.1 The contractor shall provide a professional evaluator to evaluate the local project.
  - a. The evaluator must be familiar with the contractual obligations and requirements of the contract.
  - b. The evaluator must have a strong working knowledge of the evaluation of community level collaboration and prevention programming.
  - c. The contractor must utilize between 10% and 15% of initial funding for the evaluator.
- 3.6.2 The contractor shall participate in the national cross-site evaluation as requested by the CSAP contracted cross-site evaluators and the Department.
- 3.6.3 The contractor shall participate in additional program evaluations, as required by the Department.

### 3.7 **Work Plan Requirements**

- 3.7.1 Within fourteen (14) calendar days of contract award, the contractor shall submit a draft work plan for Department approval. The draft work plan must include, at a minimum:
  - a. a staffing plan, including key personnel (Project Coordinator), including names (if available), titles and job descriptions,
  - b. the plan for completing the required tasks of the contract and the projected completion date for each task, and
  - c. the plan for ensuring adequate management and oversight of the project.
- 3.7.2 In the event the Department requires changes to the draft work plan, the contractor shall make all required changes and shall submit the revised work plan for final Department approval within five (5) business days.
  - a. The Department may require the contractor to develop and submit a new or revised work plan at other times throughout the life of the contract. The contractor shall prepare and submit all such future work plans as requested by the Department, within the timeframe(s) specified.

### 3.8 **Program Delivery**

- 3.8.1 Following the initial planning period, and subject to the approval of the Department, the contractor shall implement the evidence-based prevention programs, policies, and/or strategies identified in their strategic plan, as authorized by the Department.

- a. The contractor agrees and understands that the Department reserves the sole right to determine:
  - 1. whether to authorize and fund the implementation of the contractor's strategic plan, and
  - 2. the amount of allocated funding to implement such plan.
- 3.8.2 The contractor shall develop and submit for Department approval, a workplan for completing the remaining steps of the Strategic Prevention Framework.
  - a. The workplan must address the community level prevention project implementation, monitoring, evaluation, and plan modification as indicated by evaluation results.
  - b. The workplan must also include a detailed project budget, submit to the approval of the Department.
- 3.8.3 The contractor shall also:
  - a. collect and monitor data on local intervening variables,
  - b. comply with national cross-site evaluation requests,
  - c. participate in the interactive Getting to Outcomes pilot project, and
  - d. collect and submit community-level National Outcome Measures that are determined to be relevant to their prevention project.

### 3.9 **Reporting Requirements**

- 3.9.1 The contractor shall meet with the Department, as requested to report on the progress of the contract. The Department shall initiate and coordinate any requested meetings.
- 3.9.2 The contractor shall submit a monthly progress report by the 15<sup>th</sup> day of each month. The monthly progress report shall be submitted in a format specified by the Department, and must outline the following information:
  - a. specific tasks completed pursuant to the provisions of the contract and the final work plan, including completion dates of such;
  - b. specific tasks remaining to be completed pursuant to the provisions of the contract and work plan and projected completion dates;
  - c. a description of any problems or impediments encountered and proposed solutions;
  - d. budget projections showing the total contract amount by cost element, expenditures to date, balance remaining, and projected costs; and
  - e. additional information as requested by the Department.
- 3.9.3 The contractor shall provide the following documentation, as requested by the Department:
  - a. Documentation of representatives of target population involvement in assessment, mobilization, and planning activities,
  - b. Coalition meeting minutes,
  - c. Coalition attendance records with member affiliations listed, e.g., school district, public health department, etc, and
  - d. Other documentation related to contract activities. These activities shall include but are not limited to:
    - 1. data on community-level National Outcome Measures,
    - 2. assessment, capacity building and strategic plan results;
    - 3. local, state and national evaluation requests; and
    - 4. completion of interactive Getting to Outcome pilot project surveys and forms.



## PRICING PAGE

### Strategic Prevention Framework Project

- The offeror shall identify the Need Category in which services are proposed by stating a guaranteed, not-to-exceed total price in Table # 1 below. All costs associated with providing the required services, in accordance with the provisions and requirements specified herein, shall be included in the stated price. The contractor agrees and understands that the price quoted shall only include the assessment and planning components of the RFP. The guaranteed, not-to-exceed total price shall not exceed \$45,000. The stated price must match the total program budget listed below.

Table # 1		
Line Item	Need Category	Guaranteed, Not-To-Exceed Total Price (Not to exceed \$45,000)
001	High Need - County Quintile (or Average) of 5 or 4	\$ _____
002	Moderate Need - County Quintile (or Average) of 3 or 2	\$ _____
003	Lower Need - County Quintile (or Average) of 1	\$ _____

- The offeror shall identify the county or counties for which services are proposed by stating the county name and quintile rank (see Attachment L) in Table # 2 below. If the offeror proposes to provide services in more than one county, the offeror must average the quintile rankings of the proposed county for the purposes of identifying the Need Category. A map of the state with quintile ranking is also available at <http://www.dmh.mo.gov/admin/contract/rfp.htm>.

Table # 2			
County or Counties Proposed	Quintile Rank	County or Counties Proposed	Quintile Rank
		<b>Average Quintile Rank (if applicable)</b>	

# PROGRAM BUDGET

## Strategic Prevention Framework Project

Budget Categories	Quantity	Unit Price	Total
<b>Professional Personnel (list by title)</b>	<b># hours per year</b>	<b>hourly rate (incl fringe benefits)</b>	
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.		\$	\$
6.		\$	\$
<b>Total Professional Personnel</b>			\$
<b>Support Personnel (list by title)</b>	<b># hours per year</b>	<b>hourly rate (incl fringe benefits)</b>	
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$
5.			
<b>Total Support Personnel</b>			\$
<b>Travel Expenses (list)</b>			
1.			\$
2.			\$
3.			\$
4.			\$
5.			
<b>Total Travel Expenses</b>			\$
<b>Materials and Supplies (list)</b>			
1.			\$
2.			\$
3.			\$
4.			\$
5.			
<b>Total Materials and Supplies</b>			\$
<b>Other Components (List)</b>			
1.			\$
2.			\$
3.			\$
4.			\$
5.			
<b>Total Other Components</b>			\$
<b>TOTAL PROGRAM BUDGET (Shall Not Exceed \$45,000)</b>			\$

## ATTACHMENT I – Charitable Choice Notification

**NOTICE TO INDIVIDUALS RECEIVING  
SUBSTANCE ABUSE SERVICES**

No provider of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If you object to the religious character of this organization, Federal law gives you the right to a referral to another provider of substance abuse services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them. The alternative provider must be accessible to you and have the capacity to provide substance abuse services. The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from this organization.

## ATTACHMENT K

### Strategic Prevention Framework State Incentive Grant (SPF SIG) Expectations

1. **Background**
  - 1.1 The Missouri Department of Mental Health (Department) received a Strategic Prevention Framework State Incentive Grant (SPF SIG) from the Center for Substance Abuse Prevention (CSAP) in October 2004. Using the resources provided through the SPF SIG, the Department is expected to implement the Strategic Prevention Framework in partnership with community-level organizations (US Dept of Health and Human Services, 2004).
  - 1.2 The overarching goals of the grant, as identified by CSAP, are to:
    - a. Prevent the onset and reduce the progression of substance abuse, including underage drinking;
    - b. Reduce substance-related problems in communities;
    - c. Build prevention capacities and infrastructure at the state and community levels; and
    - d. Implement a process of infusing data across all SPF steps for improved decision-making.
  - 1.3 The grant's goals will be accomplished through a system-wide, coordinated emphasis on the following strategies:
    - a. Implementation of the Strategic Prevention Framework and its five steps at state and community levels,
    - b. Support of the statewide epidemiological work group in collection, analysis and use of consequence and consumption data,
    - c. Mobilization and capacity building for increased collaboration and partnership development among all substance abuse prevention stakeholders, and
    - d. Funding and promotion of the use of data-driven, culturally-competent, evidence-based programs, practices and policies that that can be adapted at the community level to capture targeted outcomes sensitive to geographic and population diversity.
  - 1.4 The Department has identified a state priority of reducing the percentage of people ages 12-25 that report engaging in risky drinking (binge or underage) in the past 30 days. Outcomes will be measured primarily at community levels, reflecting the public health model that underlies the SPF.
  - 1.5 The Department is scheduled to receive nearly \$2.3 annually through CSAP for the SPF SIG project. Of that funding, 85% is to be distributed to community-level organizations. Prevention coalitions must demonstrate the capacity to carry out this challenging project. The purpose of this funding is to achieve community-level reductions in risky drinking (binge and underage) in the age group 12-25. If data on these consumption behaviors are not available at baseline, communities will be expected to build data resources during the life of the grant that will enable them to acquire this data by the end of the grant period. The Department also expects to see community-level reductions of intervening variables related to the state's priority issue of risky drinking (binge or underage) among Missouri residents ages 12 through 25. These intervening variables depend on community context and will therefore differ from one community to the next. Additional information is available in Sections 4 and 5 below. Other goals associated with local SPF SIG funding include the following:
    - a. Improvements in state and local level data availability, access and use:
    - b. Increased knowledge and use of data driven prevention practices:
    - c. Increased inclusion of cultural subpopulations in all phases of data-driven prevention:
    - d. Improved understanding and adoption of sustainable prevention practices, and
    - e. The routine use of the Strategic Prevention Framework as a prevention model.

## 2. **Missouri's Priority Issue and Proxy Measures**

- 2.1 Risky drinking (binge and underage drinking) within the age group 12-25 is the Department's SPF SIG priority. The selection of this priority required a number of steps.
- a. **Priority Substance: Alcohol** – The State Epidemiological Workgroup Staff and SPF SIG Staff, along with input from the Advisory Committee, decided to focus on alcohol as the priority substance. Alcohol was the substance that best fit initial decision criteria in comparison to other substances; also, alcohol currently has fewer resources directed at it than does tobacco.
  - b. **Priority Consumption Behaviors and Age Groups: Risky Drinking (Binge and Underage) among the Age Group 12-25** – Data indicate that binge and underage drinking are higher in Missouri than in the nation. After doing an age breakdown of the data, it was apparent that binge drinking is higher in Missouri than in the nation, but only for the two younger age groups in the National Survey on Drug Use and Health data (12-17 and 18-25). This led to elimination of the older age group (26 and above) and the decision to include both binge and underage as target behaviors. Statewide data are available on both.
- 2.2 Since alcohol consumption data on Missouri's priority issue are not available at county levels, the state will use county-level proxy measures of alcohol-related motor vehicle crashes, alcohol-related emergency room visits, and juvenile court referrals for alcohol offenses to determine level of need. See Attachment L for a list of the counties in the need categories.

## 3. **Overview of the Strategic Prevention Framework**

- 3.1 There are five steps to the Strategic Prevention Framework and two overarching principles. The five steps are assessment, capacity building, planning, implementing, and evaluating. The two overarching principles are cultural responsiveness & sustainability. Consideration and inclusion of the community's demographic and geographic subpopulations and a focus on maintaining outcomes, once achieved, are to be integrated into every step of the Strategic Prevention Framework.
- 3.2 The five steps described below are not meant to be carried out in a strictly sequential or linear fashion; rather, they are meant to overlap and be re-visited as more information is acquired through additional epidemiological and other data collection, analysis, and reflection on the results of data analysis, not only in the assessment step, but at every step of the framework. The information below is modified from the CSAP SPF SIG Initial Grant Announcement.
- a. **Step 1.** Coalitions must use epidemiological data and other data to assess intervening variables related to risky drinking (underage and binge drinking) among 12-25 year olds in their communities. The epidemiological data must identify the magnitude of the problem to be addressed, where the problem is greatest, and risk and protective factors or other intervening variables associated with the problem. Coalitions must also assess community assets and resources, gaps in services and capacity and readiness to act. The State Epidemiological Workgroup (SEW) will provide coalitions with training and technical assistance in their efforts to access and use data on alcohol use in their local area. The SEW is a group of data experts on alcohol and other drug use patterns and consequences.
  - b. **Step 2.** Engagement of key stakeholders at the community level is critical to plan and implement successful prevention activities that will be sustained over time. Key tasks may include, but are not limited to, convening leaders and stakeholders; building coalitions; training community stakeholders, coalitions, and service providers; organizing agency networks; leveraging resources; and engaging stakeholders to help sustain the activities.
  - c. **Step 3.** Coalitions must develop a strategic plan that describes the intervening variables related to underage and binge drinking among 12-25 year olds in the community and names evidence-based strategies that address those intervening variables. The strategic plan should articulate not only a vision for the prevention activities, but also strategies for organizing and implementing prevention efforts. The strategic plan must be based on documented needs, build on identified resources/strengths, set measurable objectives and include the performance measures and baseline data against which progress will be monitored. Plans must be adjusted as the result of ongoing needs assessment and monitoring activities. The issue of sustainability should be a constant throughout each step of planning and implementation and should lead to the creation of

a long-term strategy to sustain policies, programs and practices. The strategic plan must be data-driven and focused on addressing the State priority of risky drinking (binge and underage) within the age group 12-25. The coalition's strategic plan must be approved by the Department SPF SIG Staff before implementation funding will be provided and before implementation activities can begin. Note that strategic plans are not due at the time of application, but will be required to be submitted toward the end of the six-month planning period.

- d. Step 4. Local stakeholders will use their needs, resource and readiness assessment findings to guide selection and implementation of evidence-based policies, programs and practices proven to be effective in research settings and communities. Community implementers must ensure that culturally competent adaptations are made without sacrificing the core elements of the program. SAMHSA especially encourages the selection and adaptation of programs contained in the National Registry of Effective Programs and Practices (NREPP ;), though this is not a requirement of the SPF SIG. Evidence-based programs, practices and policies are defined by CSAP as follows:
  1. All policies, programs and practices to be implemented in communities using SPF SIG funds should be evidence-based. Evidence-based is defined as policies, programs and practices that meet any of these three criteria: 1) The program, policy or practice has appeared in a peer-reviewed Journal and has demonstrated effectiveness; 2) The program, policy or practice appears on at least one federal government approved list of programs or federal government website (e.g., NREPP, Dept. of Education, Dept. of Justice); or 3) Documentation is provided that the program, policy or practice is evidence-based. Details regarding the type of documentation required will be provided upon award [Note that personal communication from Missouri's CSAP Federal Project Officer is that details on required documentation types are still under development.] (CSAP SPF SIG Initial Announcement).
- e. Step 5. Ongoing monitoring and evaluation are essential to determine if the outcomes desired are achieved and to assess program effectiveness and service delivery quality. Coalitions must provide performance data to the Department SPF SIG Staff on a regular basis, so that the Staff can monitor, evaluate, sustain, and improve the Strategic Prevention Framework activities in Missouri.

#### 4. **Outcome-Based Prevention and Intervening Variables**

- 4.1 The information presented here on outcome-based prevention and intervening variables is taken from information provided at the May 2006 SPF SIG Grantee Meeting. CSAP's SPF SIG is grounded in a public health model to prevent substance use and reduce substance-related problems at State and Community levels. A public health approach is population-based, focusing on preventing health problems and promoting healthy living for whole groups of people (e.g., people who share a common characteristic such as age (children) or residence in a geographic region, such as a county). A public health approach also incorporates multiple spheres of influence to understand determinants of substance-related problems. These spheres of influence go beyond looking at individual characteristics to also address features of alcohol, tobacco, and illicit drugs and the physical and social environments in which people live, work, play, and interact.
- 4.2 According to this approach and CSAP's goals to reduce substance use and prevent related problems, the SPF SIG is framed by an outcome-based prevention (OBP) model. The overall aim of OBP is to guide the selection of both effective and relevant prevention strategies by first understanding the prevalence and patterns of substance-related consequences and associated use patterns, then identifying and analyzing the variables that contribute to them (referred to intervening variables or causal factors).

## 5. **Applying Outcome-Based Prevention**

- 5.1 Outcome-Based Prevention (OBP) is a problem-based planning approach that begins by examining population-level data about substance-related consequences and consumption patterns contributing to these consequences. Data on substance-related consequences, such as alcohol-related motor vehicle crashes, drug-related hospitalizations, and lung cancer is used to describe the State or Community's burden of substance use. Assessing the magnitude and distribution of these consequences and related consumption patterns assists the state or community in defining priority problems to be addressed by the SPF SIG.
- 5.2 The Department has identified risky drinking (binge and underage) within the age group 12-25 as its priority issue. Every coalition that is funded through Missouri's SPF SIG contracts will address this priority issue. If data on these consumption behaviors are not available at baseline, communities will be expected to build data resources during the life of the grant that will enable them to acquire this data by the end of the grant period. The Department also expects to see community-level reductions of intervening variables related to the state's priority issue of risky drinking (binge or underage) among Missouri residents ages 12 through 25. These intervening variables or causal factors depend on community context and will therefore differ from one community to the next.
- 5.3 Identifying the Department's priority issue as risky drinking (binge and underage) within the age group 12-25 sets the stage for additional assessment at the community level on how to address these consumption behaviors within this age group. Local variables that contribute to this priority will vary by community. Communities must therefore assess local data on intervening or causal variables – those variables that contribute to the Department's priority. Once local intervening variables are identified, strategies to address them can be selected and implemented. For example, Community X may need to implement strategies to target easy retail access of alcohol while Community Y may need to enhance the enforcement of alcohol laws. To be effective, strategies must be relevant to and appropriate for the priority issue and related intervening variables that they are trying to change. Awarded contractors will be required to assess intervening variables and match evidence-based programs, practices or strategies to them.
- 5.4 Examples of Community-Level Variables Related to the Department's Priority Issue include:
- Availability of alcohol (price, retail, social) to residents ages 12-25
  - Promotion of binge or underage drinking among residents ages 12-25
  - Social norms regarding binge or underage drinking by people ages 12-25
  - Enforcement of policies and social norms toward binge or underage drinking among people ages 12-25
- 5.5 Examples of Individual-Level Variables Related to the Department's Priority Issue include:
- Perceptions of risk and harm regarding binge or underage drinking by residents ages 12-25
  - Positive attitude toward binge or underage drinking by residents ages 12-25

## 6. **Purpose of the Strategic Prevention Framework State Incentive Grant**

The expectation of the SPF SIG is that communities will use funds to work through the entire Strategic Prevention Framework. Funding is not intended to be used solely for delivering prevention programs. Funds are targeted for conducting in-depth needs, resource and readiness assessments regarding the state priority of risky drinking (underage and binge drinking) among 12-25 year olds; building capacity to address these needs, gaps in resources and community readiness; and planning, implementing, and evaluating evidence-based programs, policies, and practices designed to address the intervening variables (risk/protective factors and other causal factors) related to the state's priority. Coalitions will be funded for an initial 6-month planning period to do steps 1-3 of the SPF (assessment, capacity building and planning). Communities that complete acceptable strategic plans at the end of the 6-month planning period will be eligible for full implementation grants to continue with steps 4-5 of the SPF (implementation and evaluation).

## Attachment L – County-Level Proxy Data

Need Proxy Measure - Quintile Ranking by County				
5 (High Need)	4 (High Need)	3 (Medium Need)	2 (Medium Need)	1 (Low Need)
Camden	Bates	Adair	Audrain	Andrew
Carter	Benton	Atchison	Barton	Bollinger
Chariton	Butler	Barry	Caldwell	Cass
Cole	Carroll	Boone	Cedar	Clark
Gentry	Crawford	Buchanan	Christian	Clinton
Grundy	Franklin	Callaway	Clay	Daviess
Knox	Gasconade	Cape Girardeau	Cooper	DeKalb
Livingston	Greene	Dent	Dade	Iron
Madison	Harrison	Douglas	Dallas	Lawrence
Marion	Hickory	Henry	Dunklin	Montgomery
Moniteau	Holt	Jasper	Jackson	Oregon
Nodaway	Howard	Laclede	Jefferson	Platte
Osage	Howell	Lafayette	Lincoln	Polk
Phelps	Johnson	Lewis	Macon	Pulaski
Pike	Linn	McDonald	Miller	Saint Clair
Randolph	Maries	Mercer	Morgan	Saint Francois
Ray	Mississippi	Monroe	Ozark	Saint Louis City
Stoddard	New Madrid	Newton	Ralls	Saint Louis County
Sullivan	Perry	Pemiscot	Saint Charles	Scotland
Taney	Putnam	Pettis	Sainte Genevieve	Shelby
Texas	Ripley	Reynolds	Saline	Washington
Vernon	Shannon	Scott	Schuyler	Webster
Worth	Stone		Warren	Wright
	Wayne			



## Exhibit A – Offeror Profile

*(The offeror should complete the following with information about the offeror's organization)*

1. Describe the primary business activities of the offeror.
2. Identify the total number of years in business.
3. Identify the total number of years experience in providing prevention services.
4. Describe the general history and geographic coverage of the offeror.
5. Describe the mission, goals and objectives of the offeror. If the offeror is partnering with a local coalition, also describe the coalition's mission, goals and objectives.
6. Describe the offeror's structure and membership and how the offeror is representative of the community and geographic area. List the local agencies, organizations, and other stakeholder groups represented on the coalition.
7. Describe the offeror's capacity to successfully implement the project in a culturally competent and sustainable fashion.
8. Describe successful and reliable experience in community organizing, assessing, planning, implementing, and evaluating prevention projects. Descriptions should include project dates, funding sources, purposes, activities implemented, and outcomes.
9. Describe experience in collaboration with other community resources to provide substance abuse prevention programming.
10. Describe experience with activities related to the implementation of community-based prevention programs, particularly in the proposed geographic area.
11. Describe the financial capabilities of the offeror to implement and sustain the project.

## Exhibit A-1 Coalition Capacity Assessment

***The offeror should complete this assessment containing questions demonstrate capacity of the coalition to implement the Strategic Prevention Framework. Responses should be consistent with the narrative section of the proposal.***

### **Stakeholder Readiness**

1. Do you believe your coalition would be interested in developing a community-wide, comprehensive plan that targets exclusively risky drinking (binge and underage) in the age group 12-25 and related problems?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?
2. Has your coalition committed to active participation in the SPF-SIG grant if awarded?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?
3. If not, how likely is it that your coalition WILL commit to active participation in the SPF-SIG grant if awarded? Would you say it is .....?  
☐ Very likely              ☐ Somewhat likely      ☐ Somewhat unlikely  
☐ Very unlikely          ☐ Unsure                  ☐ NA  
 Explanation?
4. How likely is it that members of your coalition will be enthusiastic about expanding the coalition's membership as part of a community-wide effort to target risky drinking (binge and underage) in the age group 12-25? Would you say it is . . . ?  
☐ Very likely              ☐ Somewhat likely      ☐ Somewhat unlikely  
☐ Very unlikely          ☐ Unsure                  ☐ NA  
 Explanation?
5. Does your coalition have staff or members who will commit to taking leadership in a community-wide effort to target risky drinking (binge and underage) in the age group 12-25?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?

### **Structures**

1. Do any of the agencies that are represented in your coalition have some sort of formal linkage (e.g., Memo of understanding, MOA, letter of appointment, Executive Order) relating to prevention activities either with your coalition or between themselves?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?
2. Do any of the agencies that are represented in your coalition provide or would agree to provide a type of incentive (e.g., special recognition, compensation) to their employees who participate in the group?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?

### **Resources**

1. Does your coalition have full-time, paid prevention personnel who focus on substance abuse and misuse?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?
2. Do any of the agencies represented on the coalition have full-time paid prevention personnel who focus on substance abuse and use?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?
3. If so, how many?  
☐ NA                      ☐ 1-2                      ☐ 3-4  
☐ 5-10                      ☐ More than 10                      ☐ Unsure  
 Explanation?
4. Does your coalition have a budget item from any source that is used to reduce binge or underage drinking?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?
5. If so, what is your coalition's total budget amount dedicated to reducing either binge or underage drinking?  
☐ Less than \$5,000                      ☐ \$5,000 - \$9,999                      ☐ \$10,000 - \$19,999  
☐ \$20,000 - \$49,999                      ☐ \$50,000 or more  
 Explanation?
6. If so, has this budget increased, stayed about the same, or decreased over the past three years?  
☐ Increased                      ☐ Stayed about the same                      ☐ Decreased  
☐ Unsure                      ☐ NA  
 Explanation?

### **Prevention Champions**

1. How many champions or active advocates for substance abuse prevention do you know of in your community?  
☐ None                      ☐ 1-2                      ☐ 3-5  
☐ 6-10                      ☐ More than 10                      ☐ Unsure  
 Explanation?

### **Policies and Procedures**

1. Does your coalition have written policies or procedures in place to guide decisions about substance abuse prevention policies, programs or practices?  
☐ Yes                      ☐ No                      ☐ Unsure  
 Explanation?

2. Does your coalition have written policies or procedures that require comprehensive planning pertaining to substance abuse prevention?

☐ Yes ☐ No ☐ Unsure

Explanation?

3. Does your coalition have written policies or procedures that require the implementation or adaptation of evidence-based substance abuse prevention policies, programs, and best practices?

☐ Yes ☐ No ☐ Unsure

Explanation?

4. Does your coalition have written policies or procedures that require the evaluation of substance abuse prevention policies, programs, and best practices?

☐ Yes ☐ No ☐ Unsure

Explanation?

### **Planning/Implementation/Evaluation/Reporting**

1. Has your coalition participated in preparing a community-wide, comprehensive prevention plan that included goals and objectives to reduce substance abuse use among youth and/or young adults in the past three years?

☐ Yes ☐ No ☐ Unsure

Explanation?

2. Does your coalition collect and record systematic data on the selection of prevention policies, programs, or practices?

☐ Yes ☐ No ☐ Unsure

Explanation?

3. Does your coalition track and record information on level of dosage (or exposure to) policies, programs, or practices. For example, attendance or number of sessions?

☐ Yes ☐ No ☐ Unsure

Explanation?

4. Does your coalition track and record information on level of program fidelity (or adherence to program protocols and recommendations). For example, number and type of deviations from the manual content or implementation procedures?

☐ Yes ☐ No ☐ Unsure

Explanation?

5. Does your coalition track and record local information on risk or protective factors?

☐ Yes ☐ No ☐ Unsure

Explanation?

6. Does your coalition track and record local information on alcohol use or other drug behavior?

☐ Yes ☐ No ☐ Unsure

Explanation?

7. Did your coalition collect pre-/post- outcome data (before and after data) on any of your prevention programs in the past three years?

☐ Yes ☐ No ☐ Unsure

Explanation?

8. Does your coalition use outcome evaluation results in making continuation decisions? For example, decisions about whether to continue policies, programs, or practices after the initial funding ends?

☐ Yes ☐ No ☐ Unsure

Explanation?

### **Expertise**

1. In your opinion, your coalition has \_\_\_\_\_ in contributing to the development of a strategic prevention plan to combat risky drinking (binge and underage) in the age group 12-25.

☐ Excellent expertise ☐ Good expertise ☐ Fair expertise  
☐ Poor expertise ☐ Unsure

Explanation?

2. In your opinion, your coalition has \_\_\_\_\_ in using data or research results to guide prevention planning and program design to combat risky drinking (binge and underage) in the age group 12-25.

☐ Excellent expertise ☐ Good expertise ☐ Fair expertise  
☐ Poor expertise ☐ Unsure

Explanation?

3. In your opinion, your coalition has \_\_\_\_\_ in implementing evidence-based youth substance abuse prevention interventions as they were originally designed or with modifications to make them more culturally relevant.

☐ Excellent expertise ☐ Good expertise ☐ Fair expertise  
☐ Poor expertise ☐ Unsure

Explanation?

4. In your opinion, your coalition has \_\_\_\_\_ in implementing prevention policies, programs, or practices within multiple sectors of the community.

☐ Excellent expertise ☐ Good expertise ☐ Fair expertise  
☐ Poor expertise ☐ Unsure

Explanation?

5. In your opinion, your coalition has \_\_\_\_\_ in conducting an evaluation of program implementation (i.e., track the number of persons served) or outcome (e.g., reduction in under age drinking).

☐ Excellent expertise ☐ Good expertise ☐ Fair expertise  
☐ Poor expertise ☐ Unsure

Explanation?

6. In your opinion, your coalition has \_\_\_\_\_ in finding ways to continue substance abuse prevention policies, programs or practices after the project's initial funding ends?

☐ Excellent expertise ☐ Good expertise ☐ Fair expertise  
☐ Poor expertise ☐ Unsure

Explanation?

## Exhibit B – Prior Experience of Offeror

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's prior experience. **In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.**

<b>Offeror Name:</b>	
<b>Reference Information (Prior Services Performed For):</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

*As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding the association of me/my company with the offeror referenced above:*

---

 Signature of Reference Contact Person

---

 Date

## Exhibit C - Expertise of Key Personnel

*(Copy and complete this form for each key person assigned to the program)*

Name of Person:		Title of Position:	
Position Description For this Program			
# of years employed with the offeror		# of years experience in area of community mobilizing, managing prevention projects, or providing prevention services or programs)	
Previous employers, including positions, dates and responsibilities			
Educational Degrees: (include college or university, major, and dates			
Professional Licenses List numbers & expiration dates			
Describe any specialized training completed. Including dates of completion.			
Describe the person's planned duties/role proposed herein:			
<p>Identify specific information about experience in providing, coordinating and/or supervising prevention projects, services, programs or other similar services. Clearly identify the experience, including dates. Describe the person's role and extent of involvement in the experience. Describe the person's experience with, and knowledge of, community-based substance abuse prevention programming.</p>			

## Exhibit D – Personnel Expertise Summary

*(Complete this for additional personnel proposed who are not otherwise included in Exhibit C)*

<b>Personnel</b>	<b>Describe the person's background, expertise, role and function with the contracted project.</b>
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	



## Exhibit E – Method of Performance

*The offeror should complete the following with information regarding the offeror's proposed method of performance.*

1. Describe the geographic area and population for which the offeror proposes to provide services.
  - a. Describe the geographic area by using as many layers of administrative boundaries as possible, such as school districts, neighborhoods, city limits, counties, zip codes, law enforcement districts, and Census tracts.
  - b. Describe the demographic subpopulations in the proposed geographic area, including race or ethnicity, age, gender, or other categories which are relevant to prevention.
  - c. Describe the physical and economic characteristics of the proposed geographic area.
2. Describe the current problems in the proposed geographic area related to the need to address the priority issue of reducing the percentages of adolescents and young adults, ages 12 to 25, that engage in risky drinking (binge and underage).
3. Describe how the local strategy in the community will be developed.
4. Describe examples of planned cooperation with other providers and the local community. Include letters for support from the local community, as applicable.
5. Describe the inclusion of outreach and referral through linkages with primary health care providers, law enforcement officials, schools, churches, and other community groups.
6. Describe how unique cultural, racial, and ethnic and linguistic needs patterns of the geographic area being served will be addressed.
7. Outline the operational plan that identifies the functional oversight of the program, including the level of participation of coalition membership and specific program oversight by coalition officers.

## Exhibit F – Draft Work Plan

The Department has identified certain sequential keys tasks and milestones, in the table below, that are necessary to accomplish the requirements of RFP. In some cases, the Department has also identified the anticipated amount of hours necessary for the contractor to participate in training. The offeror should identify the timeframes to meet these tasks and milestones in the table below.

**"Completion Day"** should be specified as a certain number of days from date of contract award until completion of the specific task. **"Assigned Personnel"** should be identified by name rather than project title unless such personnel are yet to be hired. **"Workhours"** should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	Hours
Hire project director and staff			
Hire local evaluator			
Participate in Strategic Prevention Framework training			24
Participate in interactive Getting to Outcomes training			16
Complete needs assessment			
Complete resource assessment			
Complete readiness assessment			
Document capacity building efforts			
Create strategic plan			
Collect and report baseline National Outcome Measures			
Complete interactive Getting to Outcomes pilot project surveys			
Complete National Cross-Site Evaluation surveys			

## STATE OF MISSOURI DEPARTMENT OF MENTAL HEALTH

### Terms and Conditions of a Request for Proposal (POS 3)

This document consists of those terms, conditions and procedures applicable to the solicitation and evaluation of proposals and the award of a contract resulting from the issuance of a Request for Proposal by the Department of Mental Health of the State of Missouri.

#### Terminology of a Request for Proposal

Whenever the following words and expressions appear in a Request for Proposal document or any amendment, exhibit or attachment thereto, the definition or meaning described below shall apply.

- A. Agency means the statutory unit of state government in the State of Missouri for which the service, supplies and/or equipment is being purchased by the Department of Mental Health.
- B. The word buyer means the procurement staff member of the Department of Mental Health identified on the front page of the RFP.
- C. The word contractor means the person or organization that enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money.
- D. The word may means that a certain act is permissive, but not required.
- E. The word must means that the performance of a certain act is a mandatory condition and that there is no choice but to perform the action exactly as described.
- F. Offeror means the person or organization that responds to an RFP with a proposal and prices to provide the service, supplies or equipment as required in the RFP document.
- G. Proposal Close Date and Time and similar expressions mean the exact deadline required by the RFP for the physical receipt of proposals by the Department of Mental Health in its offices.
- H. A Request for Proposal or RFP means those procurement documents issued by the Department of Mental Health to potential offerors for the purchase of services, supplies and/or equipment as described in the document. The definition includes all attachments, exhibits and/or amendments thereto.
- I. The word shall is an auxiliary verb utilized in the imperative mood and has the same meaning as the word must.
- J. The word should means that there is a strong expectation that a certain act will be performed without a mandatory obligation to perform such an act.
- K. The word will is an auxiliary verb denoting future tense only.

#### Request for Proposal Equity

- A. It is the intent and purpose of the Department of Mental Health that the Request for Proposal permits free and open competition. However, it shall be the offeror's responsibility to advise the Department of Mental Health if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Department of Mental Health at least ten workdays prior to the proposal close date and time. The offeror may submit a notification after the elapse of this period provided sufficient time is permitted for a thorough review by the Department of Mental Health. A review of the notification will be made by the Department of Mental Health and its decisions shall be final.
- B. Offerors should be aware that the Department of Mental Health constantly monitors each and all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors or any other anti-competitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation will definitely be referred to the Missouri Attorney General's Office for appropriate action.

#### The Request for Proposal Document

- A. The Request for Proposal contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (service requirements) and related contractual requirements which the offeror must comply if awarded a contract. The other type consists of those basic instructions and procedural requirements which must be observed and satisfied by the offeror when submitting a proposal for consideration.

- B. Offerors are strongly encouraged to read the RFP carefully.
- C. The Request for Proposal is mailed to persons and organizations at the address currently on file with the Department of Mental Health. If any portion of the address is incorrect, the offeror must notify the buyer upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

#### **Amendments to a Request for Proposal**

- A. The Department of Mental Health reserves the right to officially modify (or cancel) a Request for Proposal after issuance. Such a modification will be identified as an amendment.
- B. Unless otherwise stated in the amendment form itself, the offeror must sign and return any amendment with his or her sealed proposal no later than the official proposal close date and time as acceptance of the conditions stated therein. However, the sealed submission of the last amendment only will constitute the submission and acceptance of all previous amendments.
- C. Verbal messages shall not be permitted or considered as an acceptance of an amendment.

#### **Questions by Offerors**

- A. Any question related to an RFP must be directed to the buyer in the Department of Mental Health whose name appears on Form DMH 8229. The offeror shall not contact nor ask questions of the state facility for which the requirement is being procured. Questions should be submitted in writing when time permits. The buyer may require any and all questions to be submitted in writing at his or her sole discretion. Any correspondence related to an RFP should refer to the appropriate RFP number, page, paragraph number, etc. However, do not place the RFP number on the outside of the envelope containing questions since such an envelope will be identified as a sealed proposal and will not be opened until after the official close date and time.
- B. Questions will also be permitted at Pre-Proposal Conferences when scheduled. If scheduled, the RFP will contain the date, time and location of the Pre-Proposal Conference. Offerors shall attend at their own expense. The offeror should bring a copy of the RFP since it will serve as the agenda. Since impromptu questions may be asked and spontaneous answers may be given, the only official position of the Department of Mental Health shall be the position or answer issued to offerors in writing. Transcripts are not normally made nor issued to offerors.

#### **Proposal Security Deposits**

- A. If a proposal security deposit is required, the requirement shall be stated in the RFP documents. At the time that the proposal is submitted, the offeror must furnish the security depository in a form of a bond, certified check, cash or bank draft in the amount required, made payable to the State of Missouri. The security deposit should be attached to the proposal and included within the sealed envelope or container. No personal or company checks are acceptable. The security deposit must guarantee that the offeror will accept a contract or purchase order in accordance with the requirements of the RFP as requested. Failure to accept a contract or purchase order will cause the amount of the security deposit to be surrendered to the State of Missouri.
- B. The security deposits of unsuccessful offerors will be returned only after the contract award is made. If a performance bond is required, the successful offeror's security deposit will be held until an appropriate performance bond, in the amount stated in the contract, is received by the Department of Mental Health. Failure to submit a performance bond as specified shall result in the forfeiture of the security deposit.

#### **Submission of Proposals by Offerors**

- A. A proposal submitted by an offeror must (1) be signed by the offeror on the Department of Mental Health's RFP Form DMH 8229, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to the address specified in the RFP and be officially time stamped no later than the date and time indicated on Form DMH 8229.
- B. The offeror should clearly mark and identify their sealed envelope or container as containing a RFP.

#### **Modifications to an Offeror's Proposal**

- A. An offeror's proposal may be modified or withdrawn by written, sealed notice prior to the official closing date and time specified in the RFP. A proposal may also be withdrawn or modified in person by the offeror or his authorized representative, provided proper identification is presented before the official closing date and time. Verbal requests to withdraw or modify a proposal will not be considered.
- B. After the official closing date and time, no change in proposal prices or other provisions of the proposal shall be permitted except as specified in the RFP.

**Proposal Opening**

- A. After the expiration of the official proposal close date and time, proposals will be opened. The offerors and the public are invited, but not required to attend the formal opening of proposals. No decisions related to an award of a contract shall be made at the opening.
- B. The Department of Mental Health employees shall not quote prices after an opening via a telephone request.

**Late Proposals**

- A. Any proposal received by the Department of Mental Health after the exact proposal closing date and time shall not be opened and shall not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.
- B. It is the sole responsibility of the offeror to ensure that her or his sealed proposal is physically received and officially time stamped by the Department's Contracts Unit no later than the official proposal close date and time. Late proposals shall be returned to offerors, unopened.

**Criteria for Award**

- A. The award of a contract or purchase order resulting from a Request for Proposal shall be based on the lowest and/or best proposal received in accordance with the evaluation criteria as published in the Request for Proposal document. The comparative evaluation of the strengths and weaknesses of proposals, in relationship to the published evaluation criteria, shall be made by using subjective judgment after determining that a proposal satisfies the requirements stated in the Request for Proposal.
- B. When the RFP solicits a price for a specific unit of measure, the Department of Mental Health shall assume that a unit price is correct, as documented on the RFP's Pricing Page, regardless of any discrepancies contained in the offeror's proposal.
- C. In the evaluation of proposals, the Department of Mental Health reserves the right, in the best interest of the State of Missouri, to reject any and all proposals and to waive any minor informality or irregularity in the proposals offered. The Department of Mental Health also reserves the right to make no awards, multiple awards or partial awards.

**Public Notice of Awards**

- A. Evaluation results may not be mailed to all offerors due to the tremendous manpower effort and monetary expense involved. For the same reason, telephone requests for results are discouraged.
- B. Offerors are permitted to review competitors' proposals and evaluation documents only after the contract award is final. Requests for such a review must be made in writing to the Department and in accordance with State and Department statutes and regulations.

**Performance Bonds**

- A. If required, as a condition for the award of a contract, the amount of a performance bond shall be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company authorized to do business in the State of Missouri, or secured with a certified check, cash or cashier's check. No personal or company checks are acceptable.
- B. Offerors are strongly encouraged to ensure that a performance bond is obtainable prior to the submission of a proposal.

**Facsimile & Telegram Documents**

- A. All responses to RFPs and amendments to RFPs, including "no bid" responses and requests to modify a bid, must be delivered to the address specified in the RFP in a sealed envelop or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed bids containing faxed pages are acceptable. In addition, sealed requests to withdraw bids may be submitted by facsimile or telegram but must be received by the Department's Contracts Unit prior to the official closing date and time specified.